

Date: December 1, 2020

**Walter H. Rice Federal Building
and U.S. Courthouse, Room 253
ATTN: MAGISTRATE JUDGE SHARON L. OVINGTON
200 WEST SECOND STREET
DAYTON, OH 45402**

RE: 3:17-CV-00252

Dear Magistrate Judge Sharon L. Ovington,

This is Ted Lachman, case number 3:17-cv-00252. I would like to be heard on my Attorney's Withdraw motion. He has not told the truth in his brief he wrote. He wants the courts to believe I owe him \$15,000 or more on this case. He handled many cases for me for over 8 years including Clayton and Myrick and Robert Nauseef and he is trying to combine them all in one which is not fair. Clayton and Myrick and Robert Nauseef has no involvement in this case. I don't owe him anything on this particular case. I've paid him up to date. He told another Judge in a different case last month that I owed \$15000 for that case as well. I asked for a breakdown on what I owe him for this case for ICS and Clayton and Myrick and Robert Nauseef. As of today he never sent it. In the other case I offered to pay that but he refused. I was paying him approximately \$2000 a month since January 2019 up until June 2020 when he decided not to take \$2000 anymore. He would wait two to three months before he would send me an invoice. When he sends the invoice he would send all the cases into one invoice. As you can see I don't owe 15k on this case. I would think it's unfair to combine all the bills into one when we're only talking about this one case. We've been on this case since July 2017. We're talking about 3 and a half year. I'm a one man business which I only do collections on gym memberships. Which he's known that since day one. With the COVID-19, most of my gyms are shut down. It would be difficult to start a new lawyer on the case and very expensive. He accepted the case, so he should have to finish the case. I have always been taught you should finish everything you start.

When I read his brief, he's trying to make it sound like a contract that was signed for a case in 2014 was good for every case he handles. This is the first time I heard of that.

He put a statement that saying "Lachman's communications with Barton demonstrates Lachman's feeling of entitlement regarding the services of BLG and Barton without any regard or apology for his failure to pay". That statement is not true. I've always tried to pay. He wouldn't accept payment. It sounds good. It's not true. If he send you the emails, I offered 2000 a month and he wouldn't accept that.

All we do is gym memberships and due to COVID-19, gyms were closed and we didn't have any new work coming in for almost 4 months. We have been in this case for almost 3 and half year. It would be very costly to start over. He also didn't put in there that I would like to be heard on this matter. I would like the courts to know the full story. Right now I believe you only have half the story. He took the case and should be liable to finish the case. I never said I wouldn't pay him. I've attached the brief from the other case and you can see it's almost the exact same brief.

Sincerely,

Ted Lachman